

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE
LODGE NO. 5

Case No. AAA 14 390 001113 08

- and -

Grievance: Carl Holmes

CITY OF PHILADELPHIA

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Carl Holmes ("Grievant") is employed by the City and is a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Grievant's behalf challenging the City's demotion under Section 1.00 of the Disciplinary Code; and,

WHEREAS, the parties wish to resolve this matter and avoid the expense and uncertainties of litigation;


NOW, THEREFORE, the parties agree as follows:

1. Grievant's demotion will be reduced to a served 30-day suspension. Grievant is not entitled to backpay. Grievant will retain his original promotion date to the position of Police Inspector on March 15, 2002.
2. Grievant will be paid in accordance with this rank as of the date of execution of this agreement.
3. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
4. In further consideration of the foregoing, the Grievant agrees to release the City, its departments, boards, agencies, officials, employees and agents from any claims he had, has, or may have against them arising out of the subject matter of the aforementioned grievance.
5. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject

matter of said grievance, including but not limited to claims of breach of duty of fair representation.

6. Nothing in this agreement shall be construed as an admission by the City that it in any way violated the collective bargaining agreement
7. Nothing in this agreement shall be construed as an admission by the FOP that the City did not violate the parties' collective bargaining agreement.
8. This agreement is not intended in any way to set precedent or to prejudice with the respective positions of the parties in this matter or any other future disputes, grievances, or any legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
9. By entering into this agreement, the parties and Grievant acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEREFORE, the FOP, the City, and Grievant, intending to be legally bound hereby, enter into this agreement this _____ day of _____, 2010, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police
Lodge No. 5

Date: 9-1-10


Grievant Carl Holmes

Date: 9-1-2010


Philadelphia Police Department

Date: 9-1-10


Philadelphia Law Department

Date: 9/1/2010